

REMARKS

In the Office Action¹, the Examiner took the following actions:

objected to the drawings;

objected to the specification;

objected to claims 1 and 25;

rejected claims 1-2, 6-7, 10, 13, 15-19, 22, 25, 28-29, and 31 under 35 U.S.C. § 112, second paragraph as allegedly indefinite;

rejected claims 1-20 under 35 U.S.C. § 101 as allegedly directed to non-statutory subject matter;

rejected claims 1-8, 10-11, 13-18, 20-21, and 23-32 under 35 U.S.C. § 102(b) as allegedly unpatentable over *B2B Collaborative Commerce with Sametime, QuickPlace and WebSphere Commerce Suite* authored by Nielsen ("Nielsen");

rejected claims 9, 19, and 22 under 35 U.S.C. § 103(a) as allegedly unpatentable over Nielsen in view of a web page news release entitled *United Nations and Oasis Join Forces to Produce Global XML Framework for Electronic Business* published by ebXML ("ebXML"); and

rejected claims 12 under 35 U.S.C. § 103(a) as allegedly unpatentable over Nielsen in view of Official Notice.

By this amendment, Applicant amends claims 1-20, 22, 25, 28, 29, 31, and 32 to correct minor informalities and to more appropriately define the invention. Claims 1-32 remain pending.

The Examiner objected to the drawings because Figures 9 and 10 "do not include reference characters," Figure 9 "references 330/550" in the description without

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

showing these reference numbers in the figure, and Figure 12 because “reference characters 981 and 982” are not shown in Figure 12. Office Action at page 3.

With respect to the objection to the drawings, Applicant submits a replacement drawing sheet amending Figure 9 to include reference characters “330/550” and has amended the Specification in a manner that will overcome the objection to Figure 12. With regard to Figure 10, inasmuch as the figure does not include reference characters, the specification correctly does not state that Figure 10 includes reference numbers. Accordingly, Applicant respectfully requests that the Examiner withdraw the objection to the drawings and specification.

With respect to the objection to claims 1 and 25, the claims have been amended to overcome the Examiner’s objection. Accordingly, Applicant respectfully requests that the Examiner withdraw the objection to claims 1 and 25.

Applicant respectfully requests the rejection of claims 1-2, 6-7, 10, 13, 15-19, 22, 25, 28-29, and 31 under 35 U.S.C. § 112 be withdrawn for the following reasons.

With respect to claims 1, 2, and 25, claims 1 and 25 recite “a second computer” prior to a recitation of “the second computer” and therefore find antecedent basis in the foregoing features of the claim. Claim 2 depends from claim 1. Therefore, the Examiner should withdraw the rejection to claims 1, 2, and 25.

Claims 6, 7, 10, 13, 15, 17, 18, 22, 28-29, and 31 have been amended to provide antecedent basis and overcome the rejection. Dependent claim 16 finds antecedent basis for the term “the user” in claim 13, and for the term “the schema” in claim 1.

The Examiner rejected claim 19 for reciting the term “the communication format.” Claim 19 finds antecedent basis for this term in claim 1.

The Examiner indicated claim 31 recited the term "the arrival of documents." This rejection is made in error because claim 31 does not recite the term "the arrival of documents." Applicant notes that the Examiner likely intended to refer to claim 32, which does recite "the arrival of documents." Claim 32 has been amended to provide antecedent basis and overcome the rejection. Accordingly, Applicant requests that the Examiner withdraw the rejection to these claims.

Claims 7 and 22 have been amended to clarify their respective dependencies. Accordingly, Applicant requests that the Examiner withdraw the rejection to these claims.

Applicant respectfully requests the rejection of claims 1-20 under 35 U.S.C. §101 be withdrawn for the following reasons. Claims 1-20 have been amended to advance prosecution and more clearly define Applicant's invention. Claims 1-20 recite categories of patentable subject matter, and Applicant respectfully requests reconsideration and withdrawal of the rejection of claims 1-20 under 35 U.S.C. §101.

Applicant respectfully traverses the rejection to claims 1-8, 10-11, 13-18, 20-21, and 23-32 under 35 U.S.C. § 102(b). In order to properly establish that Nielsen anticipates Applicant's claimed invention under 35 U.S.C. § 102, each and every element of each of the claims in issue must be found, either expressly described or under principles of inherency, in that single reference. Furthermore, "[t]he identical invention must be shown in as complete detail as is contained in the ... claim." See M.P.E.P. § 2131, quoting *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989). Nielsen does not anticipate the claims at least because it fails to teach, or even suggest, each and every element of the claims.

Claim 1 recites, among other features, "loading a business schema from a central repository via a schema module, the business schema being a predefined sequence of business transactions combined with documents that are assigned to the business transactions" (emphasis added). Nielsen does not disclose, or even suggest, at least this feature of claim 1.

The Examiner alleges that Nielsen chapter 1.1.4 and chapter 1.2.3 teach "reliable Business Transactions which include financial transactions and the resulting updates to back-end systems for order management, billing, and inventory management." Office Action at pages 7-8. The Office Action further alleges that "Nielsen suggests that the business transactions are combined with documents because users "share and organize ideas, review documents, and collaborate on any kind of project or ad hoc initiative" with integrated services" (emphasis added). Office Action at page 9.

Nielsen states "[l]ast, but certainly not least, B2B e-commerce solutions must offer secure and reliable Business Transactions, which include financial transactions and the resulting updates to back-end systems for order management, billing, and inventory management." Nielsen Page 6 (Chapter 1.1.4). Nielsen continues, stating "[w]hile Lotus and IBM provide a number of products that enable e-business collaboration solutions, in this introduction, we will focus on the capabilities of three products: Lotus Domino, in combination with IBM's WebSphere Application Server[, Lotus Sametime, for real-time collaboration[, and] Lotus QuickPlace, for the creation of Web-accessible team workspaces" (emphasis added). Nielsen Page 7 (Chapter 1.2). Describing Lotus QuickPlace, Nielsen states "[b]uyers and sellers can use QuickPlace

to share and organize ideas, review documents, and collaborate on any kind of project or ad hoc initiative.” Nielsen Page 9 (Chapter 1.2.3).

This disclosure, however, cannot constitute the claimed “business schema being a predefined sequence of business transactions combined with documents that are assigned to the business transactions.” Neither the cited portions of Nielsen, nor any other portion of Nielsen, expressly describes these features of claim 1 as required for a rejection made under 35 U.S.C. § 102(b).

Nielsen’s disclosure of “business transactions” does not disclose or suggest the claimed “business schema being a predefined sequence of business transactions combined with documents that are assigned to the business transactions.” Nowhere does Nielsen describe that “business transactions” are organized in “a predefined sequence.” The Office Action similarly fails to show how the alleged “business schema” constitutes the claimed “predefined sequence of business transactions.”

The Office Action combines this statement of “business transactions,” with Lotus QuickPlace in an attempt to show that the disclosed “business transactions” if embodied by Lotus QuickPlace, would result in users being able to “share and organize ideas, review documents, and collaborate on any kind of project or ad hoc initiative.” Nielsen Page 9 (Chapter 1.2.3). Not only is this reasoning inappropriate for a rejection under 35 U.S.C. § 102(b), this conjecture does not disclose or suggest the claimed “business schema being a predefined sequence of business transactions combined with documents that are assigned to the business transactions.” Disclosure that users can “share ideas” and “review documents” does not constitute “business transactions combined with documents that are assigned to business transactions.” Nowhere does

Nielsen disclose that “business transactions are combined with documents assigned to the business transactions” as recited in claim 1 (emphasis added).

Further, The Office Action states that “Nielsen suggests that the business transactions are combined with documents.” Office Action at page 8. Indeed, in making this statement, the Office Action admits that Nielsen does not disclose, expressly or inherently, the features of claim 1 because the Office Action improperly relies on conjecture to reject these claims under 35 U.S.C. 102(b).

For at least these reasons, the Office Action has failed to demonstrate each and every element of each of independent claim 1. Independent claims 21, 23, and 25, while of different scope, recite elements similar to those of claim 1 and are thus allowable over the references for at least the same reasons discussed above in regard to claim 1. As such, the rejection of claims 1-8, 10-11, 13-18, 20-21, and 23-32 is improper and should be withdrawn.

Applicant respectfully traverses the rejection of claims 9, 12, 19, and 22 under 35 U.S.C. § 103(a) as being unpatentable over Nielsen in view of either ebXML or Official Notice.

Claims 9, 12, 19, and 22 depend from independent claims 1 or 21 and thus include all elements of claim 1 and 21. As discussed above, Nielsen does not teach, suggest, or render obvious each and every element recited in claims 1 and 21. Neither ebXML nor Official Notice remedy the deficiencies of Nielsen. Claims 9, 12, 19, and 22 are therefore also allowable for reasons at least similar to those presented above for claim 1. Accordingly, for at least the above-noted reasons, Applicant requests withdrawal of the 35 U.S.C. § 103(a) rejections of claims 9, 12, 19, and 22.

With regard to claim 12, Applicant requests that the Examiner provide documentary evidence to support each assertion of Official Notice. Absent documentary evidence, the Office Action has failed to make a *prima facie* case of obviousness regarding dependent claim 12.

CONCLUSION


In view of the foregoing, Applicant respectfully requests reconsideration of this application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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